

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

ADT LLC D/B/A ADT SECURITY SERVICES	)	
	)	
	)	
and	)	Cases 03-CA-184936
	)	03-CA-192545
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,	)	
LOCAL UNION 43.	)	

**RESPONDENT ADT'S EXCEPTIONS TO  
ADMINISTRATIVE LAW JUDGE'S DECISION**

Pursuant to Section 102.46 of the National Labor Relations Board's Rules and Regulations, Respondent ADT, LLC d/b/a ADT Security Services, Inc. (the "Respondent" or "ADT") respectfully files the following exceptions and supporting brief to the Decision of Administrative Law Judge ("ALJ") Michael A. Rosas, dated August 4, 2017.<sup>1</sup>

I.

Respondent takes exception to the ALJ's failure to find that Respondent implemented a temporary six-day workweek based on its reasonable interpretation of the Albany and Syracuse labor agreements. (ALJD 8:9-9:18).

II.

Respondent takes exception to the ALJ's finding that the temporary change to a six-day workweek was a "material, substantial, and a significant" one affecting the terms and conditions of employment of bargaining unit employees." (ALJD 8:27-9:18).

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<sup>1</sup>References to the ALJ's Decision are designated as (ALJD \_\_\_\_). References to the transcript of proceedings are designated as (Tr. \_\_\_\_). References to the General Counsel Exhibits are designated as (GC Ex. \_\_\_\_). References to Union Exhibits are designated as (U. Ex. \_\_\_\_). References to Joint Exhibits are designated as (Jt. Ex. \_\_\_\_).

III.

Respondent takes exception to the ALJ's finding that Respondent engaged in direct dealing with employees regarding mandatory terms and conditions of employment. (ALJD 9-0).

IV.

Respondent takes exception to the ALJ's finding that "[b]y granting a unit employee member an exception that could plausibly be interpreted as favorable treatment, Respondent effectively undermined confidence in the Union by the bargaining group." (ALJD 9:46-10:17).

V.

Respondent takes exception to the ALJ's finding that Respondent's delay in providing relevant information was prejudicial and hampered the Union's ability to enforce the contract. (ALJD 11:11-28).

VI.

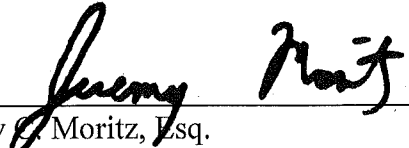
Respondent takes exception to the ALJ's finding that Respondent delayed in providing information to the Union necessary and relevant to its role as the employee's bargaining representative. (ALJD 12).

WHEREFORE, for the reasons stated herein and in Respondent's supporting brief filed contemporaneously herewith, Respondent ADT, LLC d/b/a ADT Security Services, Inc. submits that the decision and recommended Order of the Administrative Law Judge should be reversed by the Board and the Complaint against Respondent should be dismissed in its entirety.

DATED this 15th day of September, 2017.

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

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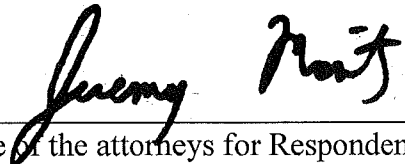
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**CERTIFICATE OF SERVICE**

I certify that on September 15, 2017, a copy of the foregoing ***RESPONDENT ADT'S EXCEPTIONS TO ADMINISTRATIVE LAW JUDGE'S DECISION*** was Electronically Filed as a .pdf document via the NLRB's e-filing system and transmitted via e-mail to the following parties:

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